



*Indian Health Service*

# Loan Repayment Program

*Year 2000*

*Information*

*&*

*Application*



**Department of Health and Human Services**

*Public Health Service*

*Indian Health Service*

# Loan Repayment Program

**Indian Health Service**

**Division of Health Professions Support**

**Loan Repayment Program**

**12300 Twinbrook Parkway**

**Suite 100**

**Rockville, MD 20852**

*Year 2000 Information*

*&*

*Application*

*This Booklet describes the Indian Health Service (IHS) Loan Repayment Program (LRP). Should changes in the LRP occur before contracts become effective, revisions to this Bulletin will be provided to prospective participants prior to the conclusion of any loan repayment agreements. Please keep this Bulletin for future reference. It explains in detail the mutual contractual obligations the Secretary and participants of the LRP.*

*Dear Colleague:*

Thank you for your interest in the Indian Health Service Loan Repayment Program (IHSLRP). This booklet contains information and an application for the Fiscal Year (FY) 2000 Loan Repayment Program.

The application is composed of five sections:

**Section 1**—Personal and Employment Information

**Section 2**—Educational and Practice Information

**Section 3**—Loan Information

**Affidavit**

**Sample Contract** (Official contract will be sent upon actual awarding.)

Please complete all information in the application. You may need to make copies of the Section 3 Loan Information forms if there are insufficient forms available in the booklet. Mail the original forms to the IHSLRP and retain a copy for your personal records. If you are approved for participation in the FY 2000 Loan Repayment Program, you will be notified by letter and a copy of your approved contract will be returned to you. It is imperative that you provide us with all Section 3 Loan Information forms at the time you submit your application. *No additional Section 3 Loan Information forms will be accepted after an award has been approved.*

It is your responsibility to work with a recruiter in your health profession and have that individual notify the IHSLRP once you have been matched to a loan repayment site. Information regarding health professions recruiters is located in the Appendix of this booklet. Once you are matched to a loan repayment site, your application will be eligible for evaluation.

If you are not funded in FY 2000, you will be notified by mail before October 30, 2000. If you have any questions, please write or call the IHSLRP at the address or telephone number provided in this booklet.

On behalf of the Indian Health Service, thank you for your interest in serving American Indian and Alaska Native people.

Patricia Lee-McCoy

*Director, Division of Health Professions Support*

# Privacy Act Notice

## General

This information is provided pursuant to the Privacy Act of 1974 (Public Law (P.L.) 93-579), for individuals supplying information for inclusion in a system of records.

## Authority

Section 108 of the Indian Health Care Improvement Act (P.L.94-437), as amended by the Indian Health Care Amendments of 1992 (P.L. 102-573).

## Purpose and Uses

The purpose of the IHS LRP is to obtain health professionals to meet the staffing needs of the IHS in Indian health programs. The information you supply will be used to evaluate your eligibility for participation in the LRP. Selections are made on a competitive basis. A selectee's application and related data are made part of the file to be used within the Department of Health and Human Services (DHHS) for record-keeping and participant management while the selectee is in the program. The information may also be disclosed in accordance with the Privacy Act and IHS Privacy Act Systems of Records 09-17-0002, disclosures to the public as required by the Freedom of Information Act, to the Congress, the National Archives, the Bureau of Accounting Office, and pursuant to court order. The name of an LRP recipient, the professional school he or she is attending or attended, and the date of graduation, may be made available to health professions associations and to groups who have responsibility for coordinating educational loan repayment funds paid to individuals from Federal and other sources, and to individuals and organizations deemed qualified by the Secretary to carry out such research. You are asked to provide your Social Security Number (SSN) on a voluntary basis. Should you not provide this information, and you are awarded an IHS educational loan repayment grant, this number will be required later for purposes of payroll and payments to you of IHS educational loan repayment benefits.

## Effects of Nondisclosure

Under the Debt Collection Act, you are required to disclose your SSN, if you are awarded loan repayment. If you do not disclose your SSN, your application will be considered incomplete.

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## LRP Staff

Pictures of the analysts and their assigned profession appear below.

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## Program Administration

The Loan Repayment Program is administered at the Indian Health Service (IHS), Office of Management Support, Division of Health Professions Support. The IHS is one of twelve agencies of the U.S. Department of Health and Human Services (DHHS). The other Agencies are as follows:

*Administration for Children and Families*

*Agency for Health Care Policy and Research*

*Agency for Toxic Substances and Disease Registry*

*Assistant Secretary for Aging*

*Centers for Disease Control and Prevention*

*Food and Drug Administration*

*Health Care Financing Administration*

*Health Resources and Services Administration*

*National Institutes of Health*

*Program Support Center*

*Substance Abuse and Mental Health Services Administration*

### Discrimination Prohibited

Title VI of the Civil Rights Act of 1964, as amended, provides that no person in the United States (U.S.) shall, because of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, as amended, provides that no otherwise qualified handicapped individual in the U.S. shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

# Introducing the Program

## The Loan Repayment Program (LRP) for FY 2000

### *Eligibility, Disciplines & Specialties:*

All health professions are eligible to apply to the LRP. However, physicians and nurses have historically received the highest priority for selection into the program. LRP applicants must be health or allied health professionals who: are U.S. Citizens;

- are committed to practice at an IHS or other Indian health program priority site, demonstrated by enclosing a signed contract to serve at such a site;
- are free to begin service on or before September 30, 2000, in a full-time clinical practice for two continuous years in an approved IHS or other Indian health program priority site; and,
- have a degree in medicine, osteopathy, dentistry or other health profession as defined in Section 4(n); and have completed an approved graduate training program in medicine, osteopathy, dentistry or other health profession in a State, and have a license to practice medicine, osteopathy, dentistry, or, if applicable, other health profession in a State, except that the Secretary may waive the requirement of graduate training for good cause shown.

Section 4(n) of the Indian Health Care Improvement Act (IHCIA), Public Law (P.L.) 94-437, as amended by the Indian Health Care Improvement Technical Corrections Act of 1996, under H.R. 3378, provides that:

Health Profession means allopathic medicine, family medicine, internal medicine, pediatrics, geriatric medicine, obstetrics and gynecology, podiatric medicine, nursing, public health nursing, dentistry, psychiatry, osteopathy, optometry, pharmacy, psychology, public health, social work, marriage and family therapy, chiropractic medicine, environmental health and engineering, an allied health profession, or any other health profession.

For the purposes of this program, the term “Indian health program” is defined in Section 108 (a)(2)(A) of the IHCIA, as follows:

*... any health program or facility funded, in whole or in part, by the IHS for the benefit of American Indians and Alaskan Natives (AI/AN) and administered:*

*a. Directly by the service; or*

*b. By any Indian tribe or tribal or Indian organization pursuant to a contract under:*

- 1. The Indian Self-Determination Act (P.L. 93-638 as amended); or*
- 2. Section 23 of the Act of April 30, 1908 (25 U.S.C. 47), popularly known as the Buy Indian Act; or*
- 3. By an urban Indian organization pursuant to Title V of the IHCIA.*



## **IHS Loan Repayment Program**

### **Selection Criteria**

The IHS has identified the positions in each Indian health program for which there is a need or vacancy and ranked those positions in order of priority by developing discipline specific prioritized lists of sites. Ranking criteria for these sites include the following:

- Historically critical shortages caused by frequent staff turnover;
- Current unmatched vacancies in a Health Profession Discipline;
- Projected vacancies in a Health Profession Discipline;
- Ensuring that the staffing needs of Indian health programs administered by an Indian tribe or tribal or health organization receive consideration on an equal basis with programs that are administered directly by the Service; and
- Giving priority to vacancies in Indian health programs that have a need for health professionals to provide health care services as a result of individuals having breached Loan Repayment contracts entered into under this section.

Consistent with this priority ranking, in determining which applications to approve and which contracts to accept, the IHS will give priority to applications made by AI/AN and to individuals recruited through the efforts of Indian tribes, tribal or Indian organizations.

### **Award Distribution for Fiscal Year (FY) 2000**

Funds appropriated for the LRP in FY 2000 will be distributed among the health professions as follows: allopathic/osteopathic practitioners will receive 30 percent, registered nurses 15 percent, pharmacists 12.5 percent, optometrists 7.5 percent, physician assistants 5 percent, other professions 5 percent. The award distribution shall not apply if the number of applications received for each health profession does not meet the distribution percentage.

### **Medicine Priorities in FY 2000**

This IHS will give priority in funding among health professionals to physicians in the following priority specialties: anesthesiology, emergency room medicine, general surgery, obstetrics/gynecology, ophthalmology, orthopedic medicine, otolaryngology/otorhinolaryngology, psychiatry, radiology, and dentistry. Funding for these priority specialties is within the 30 percent established for allopathic/ osteopathic practitioners.

The following factors are equal in weight when applied and would be applied when all other factors are equal between applicants. One or all of the following factors may be applicable to an applicant, and the applicant who has the most of these factors, all other criteria equal, would be selected.

- An applicant's length of current employment in the IHS, tribal, or urban program.
- Availability for service earlier than other applicants (first come, first served); and
- Date the individual's application was received by the LRP.

Applicants will be accepted into the LRP according to the above mentioned priorities as long as funds remain available during the fiscal year.



## Applying for Participation

### *Applications*

An LRP application is enclosed as Appendix B of this booklet. Additional Information and Application booklets will be sent to potential applicants who write to, or telephone the following:

Indian Health Service  
Loan Repayment Program  
Twinbrook Metro Plaza, Suite 100  
12300 Twinbrook Parkway  
Rockville, Maryland 20852

Phone (301) 443-3396  
Fax (301) 443-4815

Web Page: [www.ihs.gov](http://www.ihs.gov)

*8:30 am–5:00 pm (EST), Monday through Friday  
(except Federal holidays)*

## Completing the Application

The applicant should carefully review the application and submit all of the information requested in order to be eligible for the LRP. Loan information is requested in the Section 3 Financial Information portion of the application regarding the type and total amount of the educational loans the LRP would be asked to repay if the applicant were selected for participation. *No additional Section 3 Financial Information forms will be accepted after an applicant is awarded a contract, i.e., no Section 3 Information forms will be accepted for awardees after their respective award date is published and closes in the annual Federal Register notice.* Incomplete applications are not eligible for consideration of loan repayment assistance.

## Application and Award Deadlines

Applications for the FY 2000 LRP award year will be accepted and evaluated monthly beginning 30 days after the Notice of Availability of Funding is published in the Federal Register and the LRP receives its appropriation. Priority in awards will be given to LRP recipients requesting contract extensions (*refer to page 4, "Contract Extensions of Participation"*) before new awards.

Monthly awards cycles will be conducted until September 30 or until all funds are exhausted, whichever comes first. Historically, the LRP receives its appropriation in January. Subsequent monthly deadline dates are scheduled for the Friday of the second full week of each month. Notice of awards will be mailed on the last working day of each month. Applicants selected for participation in the FY 2000 program cycle must begin their service period no later than September 30, 2000 (end of the Federal Government fiscal year).

## Reapplying for FY 2001

Unsuccessful applicants will be notified and their applications will be kept on file for the FY 2001 LRP award cycle, if a written request to be included in the FY 2001 cycle is made by the applicant.

# Extending Participation

## Contract Extensions of Participation

Contract Extensions will receive priority consideration in any award cycle. Participants should make their contract extension requests as early in the final year of their obligation as possible (at least 6 months prior to the termination of their contract). Participants who wish to extend their participation in the LRP for an additional year should request an extension. If loan repayment funds are available, subject to the availability of funds appropriated by the Congress to the LRP, and the priority staffing needs of the IHS or Indian health programs, would continue to be met by an extension of their service, participants may be selected to continue their participation in the LRP. The participant must also have eligible health professions education loans not paid for under the initial contract.

Any individual who enters this program and satisfactorily completes his or her obligated period of service may apply to extend his/her contract on a year-by-year basis, as determined by the IHS. Participants extending their contracts will receive up to the maximum amount of \$20,000 per year plus an additional 20 percent for Federal Withholding. Participants who were awarded loan repayment contracts prior to FY 2000 will be awarded extensions up to the amount of \$30,000 a year and 31 percent in tax subsidy if funds are available, and will not exceed the total of the individual's outstanding eligible health profession educational loans.

The total period of service may not exceed the number of years that it will take to repay the total amount of the individual's qualified loans at up to \$30,000 and an additional 31 percent in Federal Withholding per year under the terms and conditions of the LRP contract. LRP recipients will be allowed to submit additional Section 3 Financial Information not covered under their initial verification of debt.

"Section E—Contract Extension" of the LRP Contract provides, in part, as follows:

*Once the Secretary or his/her authorized representative approves a contract extension, the period of obligated service thereunder shall be calculated beginning the first day after which the participant's initial period of obligated service is completed, if completed the same fiscal year in which the contract extension is approved and if the participant remains on duty after completion of his/her initial period of obligated service. However, once program funds are exhausted, the Secretary will not sign the contract extension requests and no credit will be given for the time served after the completion of the initial period of obligated service. Loan Repayment recipients are therefore encouraged to make their contract extension requests as early as possible, preferably 6 months prior to the completion of their initial period of obligated service.*

# IHS Loan Repayment Benefits for FY 2000

## Benefits

In FY 2000, the LRP will pay participants up to \$20,000 per year in exchange for signing a minimum 2-year service contract. The LRP will pay an additional 20 percent annually to the Internal Revenue Service (IRS) to offset the increased tax liability incurred by the participant.

Some individuals have taken the opportunity to consolidate their non-health professions educational and health professions educational school indebtedness under a single loan payment. The LRP permits only the repayment of health professions educational loans. Payments will be made to that portion of a consolidated loan that was taken out for health professions educational loans. The applicant must provide copies of his/her buyout statements from the original lending institution(s) at the time of the loan consolidation to determine that portion of the loan eligible for repayment.

## Payments

*If the participant is already employed in the IHS or other Indian health program, payments will begin within 120 days from the date the IHS representative signs the contract. If the IHS representative has signed the LRP contract, but the participant has not begun his/her employment with the IHS or other Indian health program, payments will begin within 120 days from the date his/her entry on duty has been confirmed by the IHS.*

## Example A

*2 Year Service Contract, \$90,000 in Qualified Educational Loans*

Dr. Hernandez has \$90,000 in outstanding, qualified health professions educational loans (including principal and interest). The LRP will pay Hernandez up to \$20,000 per year; plus, an additional 20 percent will be sent directly to the IRS to offset his tax liability. Dr. Hernandez will receive \$40,000 in loan repayments made payable to him and an additional \$8,000 will be sent to the IRS making the total award \$48,000; however, Dr. Hernandez may then apply for a contract extension.

## Example B

*2 Year Service Contract, \$30,000 in Qualified Educational Loans*

Mr. Malone, FNP, has \$30,000 in outstanding, qualified health professions educational loans (including principal and interest). The LRP will pay Mr. Malone up to \$15,000 per year; plus, an additional 20 percent will be sent directly to the IRS to offset his tax liability. Mr. Malone will receive a total of \$30,000 in loan repayments over 2 years, made payable to him and an additional \$6,000 will be sent to the IRS over 2 years, making his total award \$36,000.

## IHS Loan Repayment Program

### Example C

#### *Consolidation of Non-Health Professions Education and Health Professions Education Loans*

Dr. Winds in his Hair incurred a debt of \$12,000 for his non-professional undergraduate education. He consolidated his undergraduate loans totaling \$12,000 and his medical education loans of \$18,000. His consolidated loan balance is \$30,000. The percentage of the consolidated loan eligible for repayment would be computed as follows:

$$\$18,000/\$30,000 = 60 \text{ percent}$$

$$\$30,000 \times .60 = \$18,000$$

The amount of eligible consolidated debt to be repayed is \$18,000.

### Loans Eligible for Repayment

The health professions educational loans qualifying for participation in the LRP are limited to Government (Federal, state, local) and commercial loans for health professions schools. The LRP will pay directly to the participant the principal, interest, and related expenses incurred for their qualifying health professions educational loans related to:

- professional school tuition expenses;
- other reasonable professional educational expenses, including fees, books, and laboratory expenses, incurred by the participant; or for
- reasonable living expenses as determined by the Secretary of Health and Human Services.

Loans received through participation in Federal loan programs already meet these statutory requirements and will not require further verification regarding the purposes for which the loans were obtained. They include:

- Health Education Assistance Loan (HEAL) Program
- Guaranteed Student Loan (GSL) Program
- Perkins Loan, formerly National Direct Student Loan (NDSL) Program
- Health Professions Student Loan (HPSL) Program
- Supplemental Loans for Students (SLS)
- PLUS Loans

Educational loans received from other Government or commercial programs or lenders will require verification from the lender that they were granted only for the required educational purposes listed above. Undergraduate schools and graduate health professions schools are considered commercial lenders by the LRP.

### **Financial Obligations Not Eligible for Repayment**

The following financial or service debts incurred by prospective LRP participants under Federal and state programs are not eligible for repayment under the LRP:

- Physicians Shortage Area Scholarship Program;
- Public Health Service and National Health Service Corps Scholarship Training Program;
- IHS (P.L. 94-437, Section 104) Health Professions Scholarship Program;
- Public Health Service, National Health Service Corps Scholarship Program;
- Armed Forces (Air Force, Army, Marines, or Navy) Health Professions Scholarship Programs; and
- Loans from state entities which may be repaid either in cash or by obligated service will not be eligible for repayment under the LRP in deference to State health profession loan programs and so that LRP participants are not subject to conflicting obligations.

Also ineligible for repayment are loans for which contemporaneous documentation is unavailable. For example, loans obtained from friends and relatives.

If a person obtains a professional degree in nutrition and nursing, and comes to work in the IHS as a registered nurse, the loans obtained in pursuit of the nursing education are eligible for repayment while those obtained for the nutrition training are not.

### **Verification of Total Debt From Qualified Loans**

Once you are selected for participation in the LRP, copies of your Section III Financial Information and Contract are sent to the Department of Health and Human Services, Program Support Center (PSC), General Accounting Branch (GAB), Division of Financial Operations (DFO), Branch of Disbursements (BD), Employee and Special Payments Section (ESPS), for verification of your total debt from your qualified educational loans.

Once your contract has been signed by you and the Secretary or his/her IHS delegate, loan repayments will begin as provided in Section D of the Loan Repayment Contract entitled, "Payments."

# Responsibilities of Program Participants

## Tax Liability

Payments made to LRP participants to repay their health education loans are taxable income and will be reported to the IRS. In addition to this payment, an additional 20 percent will be sent directly to the IRS to offset the Federal tax liability, which is also considered taxable income.

DHHS/PSC/GAB/DFO/BD/ESPS will send participants a Form W-2 Wage and Tax Statement, reflecting the total amount of loan repayment and tax payments at the end of the calendar year. LRP participants should be cognizant that the LRP makes no provision for the payment(s) of state or local taxes and are advised to consult with their local or state tax office, or their financial advisor regarding the increased liability.

## Delinquent on the Repayment of Any Federal Debt(s)

If you are delinquent on the repayment of any Federal debt, you must provide documentation from your lender that you have either 1) negotiated a repayment schedule or, 2) or that your Federal debt is paid-in-full. Examples of “Federal debts” include delinquent Federal income taxes, audit allowances, Federally-guaranteed or Federal direct loans, and other miscellaneous Federal administrative debts. “Delinquent” federally-guaranteed or insured loans means the Federal Government has repurchased the loan from a lender because the borrower breached the loan agreement and is in default; for Federal direct loans, it means a debt more than 31 days past due on a scheduled payment.

## Communication with Lending Institutions

The verification of debt and the disbursement of loan repayments is conducted under a Memorandum of Agreement between the IHS and the DHHS/PSC/GAB/DFO/BD/ESPS. The DHHS/PSC/GAB/DFO/BD/ESPS will obtain certifications of individual outstanding health professions educational loans from lending institutions. LRP participants are advised that they are personally responsible for making any payments which may be required before the first payments are made by the DHHS/PSC/GAB/DFO/BD/ESPS. Once payments begin, LRP participants normally should not have to make additional payments while they are satisfactorily participating in the LRP. If participants incur additional charges on their loans due to the delay in payment by the LRP, they will need to provide documentation and their claim will be considered.

# IHS Loan Repayment Service Obligation

## Service

*LRP participants must serve their contracted period in a site identified by the IHS as an approved site.*

The IHS annually ranks all sites in the IHS and other Indian health programs in order of priority by position. Priority is given to those sites that have the greatest vacancy rates and need.

## Matching to a Site

Applicants are encouraged to work with their discipline specific recruiter (See Appendix A) for employment opportunities. Until an offer of employment at an approved LRP site, no applicants may be selected for participation in the LRP until they have first agreed to begin service at an approved IHS or other Indian health program site before the end of FY 2000 (September 30, 2000).

Applicants and their spouses may have the opportunity for one trip, at Government expense, to visit one or more sites for employment interviews with site directors, subject to availability of funds. *Site visits must be arranged by contacting the appropriate IHS Health Professions Recruiter (See Appendix A).*

## Employment Options

All participants entering the LRP will be employed for their service periods under salaried appointments either as commissioned officers in the Commissioned Corps of the U.S. Public Health Service or as general schedule (GS) employees in the Civil Service personnel system of the IHS; as an employee of a tribal program conducted under an Indian Self Determination Act (P.L. 93-638) contract; as an employee of an urban Indian program assisted under Title V of the IHCA; or as an employee of a "Buy Indian" program. *Each participant who serves in the IHS will be asked to sign an affidavit indicating that he/she understands the differences between the two IHS personnel systems and is able to make an informed decision to participate in one of the systems. Participants must maintain a satisfactory level of employee performance at his/her employment/ approved site. Failure to meet employment performance standards may result in termination of employment and subsequently cause a participant to breach his/her LRP contract (see Termination section).*



# Termination of the Loan Repayment Agreement

1. If an applicant who has entered into a written contract with the Secretary and who—

a. is enrolled in the final year of a course of study and who—

- (1) fails to maintain an acceptable level of academic standing in the educational institution in which the applicant is enrolled,
- (2) voluntarily terminates such enrollment,
- (3) is dismissed from such educational institution before completion of such course of study, or
- (4) is enrolled in a graduate training program, fails to complete such training program, and does not receive a waiver from the Secretary under Section 108(b)(1)(B)(ii);

shall be liable, in lieu of any service obligation arising under such contract, to the United States for the amount which has been paid on such individual's behalf under the contract.

2. If, for any reason not specified in paragraph (1), an applicant breaches his or her written contract by failing either to begin, or complete, the applicant's period of obligated service in accordance with Section 108(f), the U.S. shall be entitled to recover from the applicant an amount to be determined in accordance with the following formula:

$$A = 3Z[(t-s)/t]$$

in which—

- a. **"A"** is the amount the U.S. is entitled to recover;
- b. **"Z"** is the sum of the amounts paid under this Section to, or on behalf of, the applicant and the interest on such amounts which would be payable if, at the time the amounts were paid, they were bearing interest at the maximum legal prevailing rate, as determined by the Treasurer of the U.S.;
- c. **"t"** is the total number of months in the applicant's period of obligated service in accordance with Section 108(f); and
- d. **"s"** is the number of months of such period served by such applicant in accordance with this section.

The above text concerning damages for breach of the LRP contract is taken directly from Section 108(l) of the IHCI A.

Termination by the Government/tribal/urban Indian/Buy Indian health program of a participant's employment during his or her period of contracted service because of the participant's unsatisfactory performance shall be considered a breach of the LRP Contract. The above cited default provisions will apply to all LRP participants.



### **Damages Payable in One Year**

Any amount of damages which the U.S. is entitled to recover under Section 108(l) shall be paid to the U.S. within the 1-year period beginning on the date of the breach or such longer period beginning on such date as specified by the Secretary. Damages not paid within the prescribed 1-year period will result in interest and late penalties being charged in addition to the damages.

### **Effects of Delinquency in Paying Damages**

If the damages owed are not paid within three months after the 1-year payment period, the PSC/DSS Debt Servicing Section, will use collection agencies under contract with the Administrator of the General Services Administration or contract directly with collection agencies selected by the DHHS. Delinquencies of more than 60 days or damages of more than \$100 may be disclosed to appropriate credit reporting agencies.

### **Waiver, Cancellation or Discharge of a Participant's Obligation**

Any obligation of an individual under the LRP for service or payment of damages shall be canceled upon the death of the individual.

The Secretary shall by regulation provide for the partial or total waiver or suspension of any obligation of service or payment by an individual under the LRP whenever compliance by the individual is impossible or would involve extreme hardship to the individual and if enforcement of such obligation with respect to any individual would be unconscionable.

The Secretary may waive, in whole or in part, the rights of the U.S. to recover amounts under this section in any case of extreme hardship or other good cause shown, as determined by the Secretary.

Any obligation of an individual under the LRP for payment of damages may be released by a discharge in bankruptcy under Title 11 of the U.S. Code only if such discharge is granted after the expiration of the 5-year period beginning on the first date that payment of such damages is required, and only if the bankruptcy court finds that non-discharge of the obligation would be unconscionable.

# Appendix A

**Physician Recruiters**

**Dentist Recruiters**

**Nurse Recruiters**

**Other  
Health Professions  
Recruiters**

# Indian Health Service Physician Recruiters

## IHS Headquarters

### Health Professions Support Branch

*Darrell Pratt, Chief*  
Room 6-39, Parklawn Building  
5600 Fishers Lane  
Rockville, MD 20857

### Health Professional Recruiter

*Patricia Yee-Spencer, R.Ph.*  
*James Neally, D.D.S.*  
Phone: (301) 443-4242  
Fax: (301) 443-1071  
E-mail: [dpratt@hqe.ihs.gov](mailto:dpratt@hqe.ihs.gov)  
[pspencer@hqe.ihs.gov](mailto:pspencer@hqe.ihs.gov)  
[jneally@hqe.ihs.gov](mailto:jneally@hqe.ihs.gov)

### Loan Repayment Program

*Charles Yepa, Chief*  
12300 Twinbrook Parkway, Suite 100  
Rockville, MD, 20852  
Phone: (301) 443-3396  
Fax: (301) 443-4815  
E-mail: [cyepa@hqe.ihs.gov](mailto:cyepa@hqe.ihs.gov)

## IHS Area Offices

### Aberdeen Area

*Vina Bohling (Acting)*  
309 Federal Building 115 4th Avenue, SE  
Aberdeen, SD 57401  
Phone: (800) 693-9185, (605) 226-7531  
Fax: (605) 226-7321  
E-mail: [drenvill@smtp.ihs.gov](mailto:drenvill@smtp.ihs.gov)

### Alaska Native Tribal Health Consortium

*Kenneth Bartline, R.N.*  
4141 Ambassador Drive  
Anchorage, AK 99501-5928  
Phone: (907) 229-3635, (800) 528-6680  
Fax: (907) 729-3637  
E-mail: [kbartlin@akanmc.alaska.ihs.gov](mailto:kbartlin@akanmc.alaska.ihs.gov)

### Albuquerque Area

*Alvina Waseta*  
5300 Homestead Road, NE  
Albuquerque, NM 87102  
Phone: (800) 382-3027, (505) 248-4513  
Fax: (505) 248-4643  
E-mail: [awaseta@smtp.ihs.gov](mailto:awaseta@smtp.ihs.gov)

### Bemidji Area

*Vacant*  
522 Minnesota Avenue, NW  
Bemidji, MN 56601  
Phone: (800) 892-3079, (218) 759-3415  
Fax: (218) 759-3512  
E-mail: [mstrandl@smtp.ihs.gov](mailto:mstrandl@smtp.ihs.gov)

### Billings Area

*Carol Kreiger*  
2900 4th Avenue North, P.O. Box 2143  
Billings, MT 59103  
Phone: (800) 277-5997, (406) 247-7134  
Fax: (406) 247-7231  
E-mail: [ckreiger@smtp.ihs.gov](mailto:ckreiger@smtp.ihs.gov)

**Nashville Area**

*Byron Jasper, D.D.S.*  
711 Stewarts Ferry Pike  
Nashville, TN 37214  
Phone: (615) 736-2407  
Fax: (615) 736-2406  
E-mail: [bjasper@smtp.ihs.gov](mailto:bjasper@smtp.ihs.gov)

**Navajo Area**

*Jim Jones, RPT*  
P.O. Box 9020, Exp: Highway 264 & St. Michaels  
Window Rock, AZ 86515-9020  
Phone: (520) 871-5880, 4811  
Fax: (520) 871-5868, 5896  
E-mail: [challida@navaa.navajo.gov](mailto:challida@navaa.navajo.gov)

**Oklahoma City Area**

*Steve Barse*  
Five Corporate Plaza  
3625 56th Street, NW  
Oklahoma City, OK 73102  
Phone: (800) 722-3357, (405) 951-3956  
Fax: (405) 951-3953  
E-mail: [sbarse@mail.ihs.gov](mailto:sbarse@mail.ihs.gov)

**Phoenix Area**

*Judy Gerry, R.N.*  
3738 North 16th Street  
Suite A  
Phoenix, AZ 85016-5981  
Phone: (800) 447-1469, (602) 364-5252  
Fax: (602) 640-2801  
E-mail: [jgerry@smtp.ihs.gov](mailto:jgerry@smtp.ihs.gov)

**Portland Area**

*Kenneth Bartline, R.N.*  
Federal Building, Room 476  
1220 SW 3rd Avenue  
Portland, OR 97204-2892  
Phone: (800) 528-6680, (907) 729-3635  
Fax: (907) 729-3637  
E-mail: [kbartlin@akanmc.alaska.ihs.gov](mailto:kbartlin@akanmc.alaska.ihs.gov)

**Tucson Area**

*Judy Gerry, R.N.*  
3738 North 16th Street  
Suite A  
Phoenix, AZ 85016-5981  
Phone: (800) 447-1469, (602) 640-2118  
Fax: (602) 640-2801  
E-mail: [jgerry@smtp.ihs.gov](mailto:jgerry@smtp.ihs.gov)

## Indian Health Service Dentist Recruiter

**Albuquerque — Headquarters West**

*Kathy Smith*  
5300 Homestead Road, NE  
Albuquerque, NM 87110  
(800) 447-3368, (505) 837-4175  
Web page: [www.dentist.ihs.gov](http://www.dentist.ihs.gov)

# Indian Health Service Nurse Recruiters

## **Alaska and Portland Area**

(Alaska)

*Kenneth Bartline, R.N.*

Professional Recruiter

4141 Ambassador Drive

Anchorage, AK 99508-5928

Phone: (907) 729-3635, (800) 528-6680

Fax: (907) 729-3637

E-mail: kbartlin@akanmc.alaska.ihs.gov

## **Albuquerque/Aberdeen**

(CO, NM, WA, OR, ID, Northern AZ)

*Celissa Stephens, MSN, RN*

Nurse Recruiter

PHS/Indian Health Service

Albuquerque-Headquarters West

5300 Homestead Road, NE

3<sup>rd</sup> floor

Albuquerque, NM 81770

Phone: (505) 248-4772

(800) 382-3027

Fax: (505) 248-4684

E-mail: cstephens@allomail.albuquerque.ihs.gov

## **Billings Area**

(MT, WY)

*Rita Harding, M.N., R.N., C.N.A.A.*

Nurse Program Officer

P.O. Box 2143

2900 Fourth Avenue North

Billings, MT 59103

Phone: (406) 247-7142

Fax: (406) 247-7231

E-mail: rharding@smtp.ihs.gov

## **Oklahoma/Nashville/Bemidji Areas**

(KS, OK, MN, US East of the Mississippi River)

*Judy Enyart, R.N., B.S.N.*

Nurse Recruiter

3625 NW 56th Street

Oklahoma City, OK 73112

Phone: (800) 447-7036, (405) 951-3819

Fax: (405) 951-3920

E-mail: judy.enyart@mail.ihs.gov

## **Phoenix/Tucson/California/Navajo Areas**

(AZ, NV, CA, ND, SD, NE, NM, IA)

*Carol Dahozy*

Two Renaissance Square

40 North Central Avenue

Suite 600

Phoenix, AZ 85004-4424

Phone: (602) 364-5258

Fax: (602) 364-5357 and (602) 364-5358

E-mail: carol.dahozy@phx.ihs.gov

# Other Health Professions Recruiters

## **Audiology/Speech Pathology**

*Charles Lewis*

P.O. Box 2143  
Billings, MT 59103  
(406) 247-7104

## **Computer Science**

*Dennis West*

Oklahoma Area, IHS  
Five Corporate Plaza  
3625 N.W. 56th Street  
Oklahoma City, OK 73112  
(405) 945-6850

## **Chemical Dependency**

*Vacant*

Please call Jacqueline Santiago  
(301) 443-3396

## **Dietetics/Nutrition**

*Jean Charles-Azure, RD*

Principle Nutrition Consultant, IHS  
Parklawn Building, Room 6A-38  
5600 Fishers Lane  
Rockville, MD 20857  
(301) 443-0576

## **Environmental Health—Engineering**

*Richard Barror, Ph.D.*

Indian Health Service  
12300 Twinbrook Parkway, Suite 610  
Rockville, MD 20852  
(301) 443-1046

## **Environmental Health—Sanitation**

*Richard Durrett*

Indian Health Service  
12300 Twinbrook Parkway, Suite 610  
Rockville, MD 20852  
(301) 443-1054

## **Health Education/Public Health**

*Vacant*

Please call Jacqueline Santiago  
(301) 443-3396

## **Health Care Administration**

*Vacant*

Please call Jacqueline Santiago  
(301) 443-3396

## **Medical Records**

*Vacant*

Please call Jackie Santiago  
(301) 443-3396

## **Medical Technology**

*Bruce Gardner*

Tuba City Indian Medical Center  
Tuba City, AZ 86045  
(520) 283-2900

# Other Health Professions Recruiters

## **Mental Health and Psychiatry**

*John Spaulding*

Phoenix Area, IHS  
Two Renaissance Square  
Suite 607  
40 North Central Avenue  
Phoenix, AZ 85004

## **Social Work**

*Mary Ann O'Neal, ACSW*

Albuquerque — Headquarters-West  
5300 Homestead Road, N.E.  
Albuquerque, NM 87110  
(505) 248-4442  
Fax: (505) 837-4257

## **Optometry**

*Gary Pabalis, O.D.*

Fort Duchesne Medical Center  
P.O. Box 160  
Ft. Duchesne, UT 84026  
(801) 722-5122

*Richard Hatch, O.D.*

GIMC — Eye Clinic  
P.O. Box 1337  
Gallup, NM 87301  
(505) 722-1554

## **Pharmacy**

*Michael Hope (Acting)*

Indian Health Service  
5600 Fishers Lane, Rm 6A-38  
Rockville, MD 20857  
(301) 443-1830

## **Physical Therapy**

*John Hurley, RPT*

Gallup Ind. Med. Ctr  
P.O. Box 1337  
Gallup, NM 87301  
(505) 722-1505

## **Physicians Assistant/Associate**

*Mike Milner, PA-C*

Phoenix Indian Medical Center  
4212 N. 16th Street  
Phoenix, AZ 85016  
(602) 263-1200

## **Podiatry**

*Eugene Dannels, DPM*

Phoenix Indian Medical Center  
4212 N. 16th Street  
Phoenix, AZ 85016  
(602) 263-1200  
Fax: (602) 200-5335

## **Radiology**

*Richard Gwilt*

Phoenix Area, IHS  
2 Renaissance Square  
40 N. Central Avenue  
Suite 600  
Phoenix, AZ 85004-4424  
(602) 364-5766

## **Statistics**

*Anthony D'Angelo*

Indian Health Service  
12300 Twinbrook Parkway  
Suite 450  
Rockville, MD 20852  
(301) 443-1180

# **Appendix B**

## **Section 1**

## **Section 2**

## **Section 3**

## **Affidavit**

## **Contract**



## Application for the Indian Health Service

### Loan Repayment Program

### Correction to Section I

(Government and Commercial Loans)

#### Estimated average burden time to complete the Application Form:

Public reporting burden for this collection of information is estimated to vary from 60 to 120 minutes per response with an average of 90 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Indian Health Service, Reports Clearance Officer, 12300 Twinbrook Parkway, Suite 450, Rockville, MD, 20852 Attn: PRA (0917-0014). Do not mail completed forms to this address.

**Mail completed applications to: IHS/LRP, 12300 Twinbrook Parkway, Suite 100, Rockville, MD 20852.**

(Only complete applications will be considered).

#### I. Name

_____	_____	_____	_____
	Last	First	Middle
Other names used _____			
(e.g. Maiden)	Last	First	Middle

#### 2. Social Security Number

*(Applicants may choose to provide their SSN on a voluntary basis. Should you be awarded an IHS/LRP grant, you will be required at that time to provide your SSN for purposes of payroll and payment to you of IHS/LRP benefits as a condition of your grant.)*

#### 3. Home Address

_____	_____	_____
	Number	Street Apt. #
_____	City	State Zip Code

Home Telephone \_\_\_\_\_

Work/School Address \_\_\_\_\_

_____	_____	_____
	Number	Street Apt. #
_____	City	State Zip Code

Work/School Telephone \_\_\_\_\_

**4a. Are you currently employed with IHS?** \_\_\_\_\_ Yes \_\_\_\_\_ No If No, go to Question 4b.

*(If yes, please submit employment verification with application)*

Is employment with: \_\_\_\_\_ Commissioned Corps \_\_\_\_\_ Civil Service Rank/Grade \_\_\_\_\_

Entry Date \_\_\_\_\_ Site/Location \_\_\_\_\_

#### 4b. Is current employment with (Check one of the following):

*(If yes, please submit employment verification with application)*

\_\_\_\_\_ A program conducted under a contract entered into under the Indian Self-Determination Act (P.L. 93-638 as amended)

\_\_\_\_\_ A program assisted under Title V of the Indian Health Care Improvement Act (25 U.S.C. 1601)

\_\_\_\_\_ A Buy Indian Act Organization (25 U.S.C. 47)

If you checked any of 4b., were you recruited through the efforts of this program? \_\_\_\_\_ Yes \_\_\_\_\_ No

## Section I

(continued)

**5. Type of Health Care Provider**    ☐ Medical    ☐ Dental    ☐ Nurse

(or professional school in which you are enrolled)

Other (State type of provider) \_\_\_\_\_

**6a. Place of Birth** \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_

Are you a citizen or national of the United States?    ☐ Yes    ☐ No

Are you an American Indian or Alaska Native?    ☐ Yes    ☐ No

(If yes, please submit copy of your Certificate of Degree of Indian Blood)

**6b. Date of Birth** \_\_\_\_\_    ☐ Male    ☐ Female

**7. Language(s) other than English** \_\_\_\_\_

☐ Speak Fluently    ☐ Read    ☐ Write

**8. Do you have an existing service obligation?**    ☐ Yes    ☐ No

(For a definition of existing service obligations, see LRP Information and Application Booklet, "Financial Obligations not Eligible for Repayment" on page 7).

If yes, name of the Program \_\_\_\_\_

Address of the Program \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_

Terms of the obligation \_\_\_\_\_

Are you in default of the obligation?    ☐ Yes    ☐ No

When will your obligation be completed? \_\_\_\_\_

**9. What date will you be available to begin practice under the IHS Loan repayment Program?** \_\_\_\_\_

**10. Are you enrolled as a full-time student?**    ☐ Yes    ☐ No

(If no, but you have graduated, go to Section 2)

Name of school in which you are enrolled \_\_\_\_\_

Address \_\_\_\_\_

Expected date of graduation \_\_\_\_\_

**11. Do you expect to complete your residency?**    ☐ Yes    ☐ No

(For physicians only)

In what specialty? \_\_\_\_\_ Year you expect to complete your residency? \_\_\_\_\_

**12. Do you have any delinquent Federal Loan(s)?**    ☐ Yes    ☐ No

If your answer is yes, you must submit a written explanation on a separate piece of paper with your social security number and include it with your application.

## Section 2

SSN \_\_\_\_\_

### *Educational and Practice Experience for Graduates Only*

**I. Name of professional school from which you graduated** \_\_\_\_\_

Address \_\_\_\_\_

Graduate year and degree obtained \_\_\_\_\_

**2. Have you completed a residency or graduate program?** \_\_\_\_\_ Yes \_\_\_\_\_ No

*(MD, DO, DDS, BSN, PedNP, PA, etc.)*

Year when residency or program was or will be completed \_\_\_\_\_

Residency or program name \_\_\_\_\_

Address \_\_\_\_\_

Name of the Director of Residency or Program \_\_\_\_\_

Telephone \_\_\_\_\_

What is your specialty? *(for physicians only)* \_\_\_\_\_

Are you: \_\_\_\_\_ Board Certified \_\_\_\_\_ Board Eligible

Year recertified if applicable \_\_\_\_\_ Sub-specialty if applicable \_\_\_\_\_

**3. Describe residency or program training experience outside the teaching hospital or professional school.**

*(Include experience in working with shortage area populations, rotations in rural and urban areas, nature of rotations, and length of the rotations.)\**

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**4a. Credentials:** Are you presently holding a permanent license, registration, and/or certification? \_\_\_\_\_ Yes \_\_\_\_\_ No

*(Required before beginning service)*

**4b. If yes, please submit documentation with application.**

Indicate State(s) \_\_\_\_\_

Note any licensure restrictions \_\_\_\_\_

Examinations \_\_\_\_\_ Passed (MM/YY) \_\_\_\_\_ Plan to take (MM/YY) \_\_\_\_\_ State \_\_\_\_\_

State or Regional Board \_\_\_\_\_

National Certification \_\_\_\_\_

For Physicians: Flex \_\_\_\_\_

Part 1 & 2 National Boards \_\_\_\_\_

Part 3 National Boards \_\_\_\_\_

Other (Specify) \_\_\_\_\_

*\*If additional space is required, please use continuation sheet and type your name and SSN at the top of each page and attach to your application*

Section 2

(continued)

5. Please list separately all professional training location(s)

(Include name of the program, address, and the person's name and telephone number directing the program.)

a.

b.

c.

d.

6. Describe your practice experience over the last 5 years.

(Include location, nature of the population served, number of specialties in the practice, hospital affiliations, and allocation of clinical practice time to FP/GP, INT, OB/GYN, PED, PSYCH, ER.)\*

7. List name of Site Director or official of the last site at which you worked as a clinician.

Address

Telephone

8. Percent of Practice Time:    Office Based     Hospital Based

Administration     Teaching

9. Professional Reference Information (Confidential)

Name	Position or Title	Address	Telephone Number

## Section 2

SSN \_\_\_\_\_

(continued)

After fulfilling Loan Repayment Service, do you intend to continue practicing your profession in a medically under served or Health Manpower Shortage Area (HMSA)? Please check the appropriate box below.

- \_\_\_\_ I do not intend to continue practicing in an HMSA after I have fulfilled my Loan Repayment Service.
- \_\_\_\_ I am undecided as to whether I am going to continue practicing in an HMSA after I have fulfilled my Loan Repayment Service.
- \_\_\_\_ I plan to continue practicing in an HMSA for one or two years after I have fulfilled my Loan Repayment Service.
- \_\_\_\_ I plan to continue practicing in an HMSA for more than two years after I have fulfilled my Loan Repayment Service.

### Certification

**I certify that the information given in this application is accurate to the best of my knowledge and belief. I understand that it may be investigated and that any willfully false representation is sufficient cause for rejection of this application, or if awarded a loan repayment, that I am liable for repayment of all awarded funds and, further, that any false statement herein may be punished as a felony under U.S. Code, Title 18 Section 1001.**

\_\_\_\_\_  
Signature (sign your full name in ink)

\_\_\_\_\_  
Date

*\*If additional space is required, please use continuation sheet and type your name and ssn at the top of each page and attach to your application.*

## Section 3

SSN \_\_\_\_\_

**Important:** as an applicant, you are applying for loan repayment with the Department of Health and Human Services (DHHS), Indian Health Service Loan Repayment Program (IHSLRP) provided for in Public Law 100-713. It is important that the financial information you provide be promptly returned to the IHSLRP.

**Please complete the following information for each educational loan you submit to the IHSLRP. If you have loan and payment documentation, please submit any copies with your application.**

**1. Name the Lending Institution and/or Federal State Program** \_\_\_\_\_

Address \_\_\_\_\_

**2. Date of Loan** \_\_\_\_\_ **Account Number** \_\_\_\_\_

**3. Original Amount of Loan** \$ \_\_\_\_\_

**4. Current Balance** \$ \_\_\_\_\_ **Date of Balance** \_\_\_\_\_

**5. Payment Amount** \$ \_\_\_\_\_ **Number of Payments Made** \_\_\_\_\_

**6. Is Loan in Deferment?** \_\_\_\_\_ Yes \_\_\_\_\_ No **Date Deferment Ends** \_\_\_\_\_

*(Deferment refers to postponement of payment and interest until a specified date as agreed upon by lender)*

**7. Give Annual Percentage Rate (APR)** \_\_\_\_\_ %

**8. Purpose of the loan as indicated on the loan application.** \_\_\_\_\_

**9. Has your loan been sold or transferred to another lender? If so, please provide the following:**

**Name of Lender** \_\_\_\_\_ **Account Number** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**10. Has your loan been referred to a collection agency or placed in default status by your lender?** Yes \_\_\_\_\_ No \_\_\_\_\_

If you have indicated you are delinquent on the repayment of any Federal debt, provide documentation from your lender that you have either 1) negotiated a repayment schedule or, 2) or documentation indicating your federal debt has been paid-in-full.

### **For consolidation of undergraduate and graduate educational loans:**

If you have consolidated your loans for undergraduate and graduate costs, you must attach a copy of the loan documents for health professions education costs that were consolidated into a new loan. The IHSLRP pays for education costs for only one health professions degree, and a determination will be made of the proportion of the consolidated loan that will be paid for successful applicants.

**Warning:** any person who knowingly makes a false statement or misrepresentation in this loan repayment transaction, bribes or attempts to bribe a Federal Official, fraudulently obtains repayment for a loan under this statute, or commits any other illegal action in connection with this transaction is subject to a fine or imprisonment under Federal statute. I have read this statement and understand its contents.

### **11. Certification by applicant borrower**

I hereby certify to the accuracy of the above information and apply to enter into an agreement with the Secretary of HHS for repayment of the educational loans listed on my Section 3s. I attest that my health educational loans were incurred solely for the purpose of paying for the costs of my education, and reasonable living expenses while attending college/university, and obtaining a degree in medicine, dentistry, nursing, optometry, pharmacy, podiatry, mental health, or allied health profession.

Signature of applicant (please sign full name in ink)

Date

### **12. Lending institutions**

I understand to the best of my knowledge that the loan identified above is a legally enforceable commercial, state, or government educational loan and its purpose was to pay for the borrower's cost of completing a degree in medicine, dentistry, nursing, optometry, pharmacy, podiatry, mental health, or allied health profession.

Signature

Title

Date

## Section 3

SSN \_\_\_\_\_

**Important:** as an applicant, you are applying for loan repayment with the Department of Health and Human Services (DHHS), Indian Health Service Loan Repayment Program (IHSLRP) provided for in Public Law 100-713. It is important that the financial information you provide be promptly returned to the IHSLRP.

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Address \_\_\_\_\_

**2. Date of Loan** \_\_\_\_\_ **Account Number** \_\_\_\_\_

**3. Original Amount of Loan** \$ \_\_\_\_\_

**4. Current Balance** \$ \_\_\_\_\_ **Date of Balance** \_\_\_\_\_

**5. Payment Amount** \$ \_\_\_\_\_ **Number of Payments Made** \_\_\_\_\_

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*(Deferment refers to postponement of payment and interest until a specified date as agreed upon by lender)*

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**Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_

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**Warning:** any person who knowingly makes a false statement or misrepresentation in this loan repayment transaction, bribes or attempts to bribe a Federal Official, fraudulently obtains repayment for a loan under this statute, or commits any other illegal action in connection with this transaction is subject to a fine or imprisonment under Federal statute. I have read this statement and understand its contents.

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Signature of applicant (please sign full name in ink)

Date

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Signature

Title

Date

## Section 3

SSN \_\_\_\_\_

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Address \_\_\_\_\_

**2. Date of Loan** \_\_\_\_\_ **Account Number** \_\_\_\_\_

**3. Original Amount of Loan** \$ \_\_\_\_\_

**4. Current Balance** \$ \_\_\_\_\_ **Date of Balance** \_\_\_\_\_

**5. Payment Amount** \$ \_\_\_\_\_ **Number of Payments Made** \_\_\_\_\_

**6. Is Loan in Deferment?** \_\_\_\_\_ Yes \_\_\_\_\_ No **Date Deferment Ends** \_\_\_\_\_

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**8. Purpose of the loan as indicated on the loan application.** \_\_\_\_\_

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**Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_

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**Warning:** any person who knowingly makes a false statement or misrepresentation in this loan repayment transaction, bribes or attempts to bribe a Federal Official, fraudulently obtains repayment for a loan under this statute, or commits any other illegal action in connection with this transaction is subject to a fine or imprisonment under Federal statute. I have read this statement and understand its contents.

### **11. Certification by applicant borrower**

I hereby certify to the accuracy of the above information and apply to enter into an agreement with the Secretary of HHS for repayment of the educational loans listed on my Section 3s. I attest that my health educational loans were incurred solely for the purpose of paying for the costs of my education, and reasonable living expenses while attending college/university, and obtaining a degree in medicine, dentistry, nursing, optometry, pharmacy, podiatry, mental health, or allied health profession.

Signature of applicant (please sign full name in ink)

Date

### **12. Lending institutions**

I understand to the best of my knowledge that the loan identified above is a legally enforceable commercial, state, or government educational loan and its purpose was to pay for the borrower's cost of completing a degree in medicine, dentistry, nursing, optometry, pharmacy, podiatry, mental health, or allied health profession.

Signature

Title

Date



## Section 3

SSN \_\_\_\_\_

**Important:** as an applicant, you are applying for loan repayment with the Department of Health and Human Services (DHHS), Indian Health Service Loan Repayment Program (IHSLRP) provided for in Public Law 100-713. It is important that the financial information you provide be promptly returned to the IHSLRP.

**Please complete the following information for each educational loan you submit to the IHSLRP. If you have loan and payment documentation, please submit any copies with your application.**

**1. Name the Lending Institution and/or Federal State Program** \_\_\_\_\_

Address \_\_\_\_\_

**2. Date of Loan** \_\_\_\_\_ **Account Number** \_\_\_\_\_

**3. Original Amount of Loan** \$ \_\_\_\_\_

**4. Current Balance** \$ \_\_\_\_\_ **Date of Balance** \_\_\_\_\_

**5. Payment Amount** \$ \_\_\_\_\_ **Number of Payments Made** \_\_\_\_\_

**6. Is Loan in Deferment?** \_\_\_\_\_ Yes \_\_\_\_\_ No **Date Deferment Ends** \_\_\_\_\_

*(Deferment refers to postponement of payment and interest until a specified date as agreed upon by lender)*

**7. Give Annual Percentage Rate (APR)** \_\_\_\_\_ %

**8. Purpose of the loan as indicated on the loan application.** \_\_\_\_\_

**9. Has your loan been sold or transferred to another lender? If so, please provide the following:**

**Name of Lender** \_\_\_\_\_ **Account Number** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**10. Has your loan been referred to a collection agency or placed in default status by your lender?** Yes \_\_\_\_\_ No \_\_\_\_\_

If you have indicated you are delinquent on the repayment of any Federal debt, provide documentation from your lender that you have either 1) negotiated a repayment schedule or, 2) or documentation indicating your federal debt has been paid-in-full.

### **For consolidation of undergraduate and graduate educational loans:**

If you have consolidated your loans for undergraduate and graduate costs, you must attach a copy of the loan documents for health professions education costs that were consolidated into a new loan. The IHSLRP pays for education costs for only one health professions degree, and a determination will be made of the proportion of the consolidated loan that will be paid for successful applicants.

**Warning:** any person who knowingly makes a false statement or misrepresentation in this loan repayment transaction, bribes or attempts to bribe a Federal Official, fraudulently obtains repayment for a loan under this statute, or commits any other illegal action in connection with this transaction is subject to a fine or imprisonment under Federal statute. I have read this statement and understand its contents.

### **11. Certification by applicant borrower**

I hereby certify to the accuracy of the above information and apply to enter into an agreement with the Secretary of HHS for repayment of the educational loans listed on my Section 3s. I attest that my health educational loans were incurred solely for the purpose of paying for the costs of my education, and reasonable living expenses while attending college/university, and obtaining a degree in medicine, dentistry, nursing, optometry, pharmacy, podiatry, mental health, or allied health profession.

Signature of applicant (please sign full name in ink)

Date

### **12. Lending institutions**

I understand to the best of my knowledge that the loan identified above is a legally enforceable commercial, state, or government educational loan and its purpose was to pay for the borrower's cost of completing a degree in medicine, dentistry, nursing, optometry, pharmacy, podiatry, mental health, or allied health profession.

Signature

Title

Date

## Affidavit

In accordance with Public Law 100-713, Section 108(c)(1), which requires that the Indian Health Service (IHS) provide information on both the Commissioned Corps and Civil Service personnel systems, we ask that you read the attached information. The IHS utilizes two personnel systems. The following information will assist you in making an informed decision as you consider employment with the IHS. After you have reviewed the personnel systems information, please sign, date, and return the affidavit to the IHS Loan Repayment Program as part of your completed application.

## Comparison of Benefits Between Commissioned Corps & Civil Service

### Benefits

#### Commissioned Corps

#### Civil Service

##### A. Moving Expenses

###### *Call to Active Duty:*

Pays to move officer's family and household goods, within certain weight limits, from current residence to duty station.

###### *Call to Active Duty:*

Pays to move physician's family and household goods, within certain weight limits, from current residence to duty station. Other professions must consult personnel office in the IHS area where you are hired.

###### *On Duty:*

Pays to move officer's family and household goods, within certain weight limits, from duty station to duty station.

###### *On Duty:*

Pays to move an employee's family and household goods, within certain weight limits, from duty station to duty station.

###### *On Separation or Retirement:*

Pays to move officer's family and household goods, within certain weight limits, from duty station to home of record or the place from which called to duty, whichever is farther, or equivalent distance.

###### *On Separation or Retirement:*

Provides no assistance in moving from final duty station to next place of residence.

##### B. Vacation Allowances

An officer earns 30 days of annual leave per year (2½ days per month) from the time he/she enters on duty. A total of 60 days may be carried from year to year and may be reimbursed on the officer's separation or retirement.

A civil servant earns 13 working days of annual leave per year (4 hours per pay period, 26 pay periods per year for the first 3 years). Fourth year through the 15th, he/she earns 6 hours of annual leave per pay period (20 working days per year). From the beginning of the 16th year until retirement, 8 hours of annual leave accrues per pay period, (26 working days per year). A total of 30 days (240 hours) of annual leave may be carried over from year to year and will be reimbursed on separation or retirement.

## Comparison of Benefits Between Commissioned Corps & Civil Service

### Benefits

#### Commissioned Corps

#### Civil Service

#### C. Sick Leave

No formal rate of accrual. Sick leave is granted as needed, with no specific maximum. If an officer must be on sick leave for an extended period, the Commissioned Corps Medical Branch reviews the case to determine whether he/she will be able to return to duty or need special considerations in his/her assignments.

Sick leave is accrued at the rate of 4 hours per pay period for the length of employment. There is no maximum carry over limit.

#### D. Retirement

The Commissioned Corps retirement system is based upon a 30-year career, with an officer being vested in the system after 20 years of active-duty. At 20 years, an officer may retire with an annuity and benefits. Retirement is mandatory after 30 years. The annuity is 75% of base pay. The Commissioned Corps retirement system is noncontributory.

The Civil Service retirement system is a three-tiered contributory comprehensive program allowing Civil Service employees to control a large portion of their retirement savings. The program consists of a base retirement annuity, social security benefits, and a government matching savings program which allows employees to invest the savings money in government securities, the bond market and/or the common stock market.

## Comparison of Benefits Between Commissioned Corps & Civil Service

### Benefits

### Commissioned Corps

### Civil Service

#### E. Health Insurance

Officer: U.S. Public Health Service (PHS) officers are entitled to health care from any Uniformed Service Medical Treatment Facility (USMTF). Health care services may be supplemented by other resources in accordance with Uniformed Service policies and procedures.

Dependents: Dependents are to health care from a USMTF on a space-available basis. Most outpatient routine care may be obtained from a civilian provider and reimbursed by the Civilian Health and Medical Program of the Uniformed Services (TRICARE/CHAMPUS). TRICARE is the name for the Department of Defense triple option health care program. Dependents' dental care can be provided by voluntary enrollment in the TRICARE Active Duty Family Member Dental Plan.

Choice of medical and dental plans from traditional fee-for-service plans to prepaid HMOs. Employee payments and benefits vary with the plan chosen. Benefits are provided to employees and dependents on a cost sharing basis.

## Comparison of Benefits Between Commissioned Corps & Civil Service

Benefits	Commissioned Corps	Civil Service
<b>F. Tax Benefits</b>	The basic allowance for quarters, variable housing allowance, and subsistence allowance are non-taxable. All pay is taxable.	All pay is taxable.
<b>G. Military Benefits</b>	Two years of active duty in the Commissioned Corps satisfies a person's draft obligation.	Civil Service makes no provision here.
<b>H. Air Transportation</b>	Officers are eligible to fly on military aircraft within the U.S. and overseas (foreign travel) on a "space available" basis. Their families may fly overseas <i>only</i> , on the same basis.	Civil Service makes no provision here.
<b>I. Personal Amenities</b>	Officers may use the commissary, post exchange, transient officer quarters and other facilities at military bases.	Civil Service makes no provision here.
<b>J. Medical License</b>	Must have a full and unrestricted license in a state.	Must have a full and unrestricted license in a state.
<b>K. Impact of Loan Repayment Program on Salary</b>	Participation in the LRP has no impact on pay.	Participation in the LRP will reduce or eliminate the Physicians Comparability Allowance. Physicians should talk with their area recruiters regarding this.

*\* If you are currently receiving a Physician's Comparability Allowance (PCA) bonus, your participation in the IHSLRP may reduce or eliminate your eligibility to receive the PCA bonus. The PCA bonus is only available to Civil Service employees. For further information, please contact the IHSLRP.*

**I certify that I have read the information regarding the Civil Service and Commissioned Personnel Systems and understand that I must choose one to be employed by the Indian Health Service.**

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Loan Repayment Program

### Contract

Section 108 of the Indian Health Care Improvement Act (Public L. 94-437), as amended, authorizes the Secretary of Health and Human Services (Secretary), acting through the Indian Health Service (IHS), to establish the Indian Health Service Loan Repayment Program (IHSLRP) under which Federal, State, and commercial loans for physicians and other health professionals may be repaid at a rate not to exceed \$20,000 per year. In return for such loan repayment, participants must agree to provide full-time clinical service in an Indian health program for a period of obligated service equal to one year for each year of loan repayment. Section 108 requires participants to submit with their applications a written contract to accept repayment of educational loans and to serve for the applicable period of obligated service in an Indian health program. The Secretary shall sign only those contracts submitted by participants who are selected for the program.

#### Section A—Obligations of the Secretary

Subject to the availability of funds appropriated by Congress for the IHS and the IHSLRP, the Secretary agrees to:

1. Make payments to the participant for each year of service of the lesser of up to \$20,000 or the total amount of the participant's eligible health professions educational loans divided by the number of years of obligated service.

Loans eligible for repayment consist of loan costs identified by the promissory note indicating the principal, interest, and related expenses on Federal, State, and commercial loans received by the participant for tuition expenses; all other reasonable educational expenses, incurred by the participant; and reasonable living expenses as determined by the Secretary.

2. To accept the participant into the IHS or place the participant with a tribe, tribal or Indian organization provided that the participant meets all appropriate employment qualifications.
3. To make loan repayments for each year of obligated service no later than the end of the fiscal year (September 30, 2000) in which the participant completes such year of obligated service. All contracts are for whole years (for example: 2 whole years and no fraction or part of a year(s)).
4. Pay, on behalf of the participant up to 20 percent to the Internal Revenue Service for all or part of the increased tax liability.
5. To defer performance of a participant's period of obligated service if the participant:
  - a. Receives a degree from a school of medicine, osteopathy, dentistry, optometry, podiatry, pharmacy, nursing, psychology, public health, social work, or other health profession, and

- b. Requests a deferment of this period to complete internship, residency, or other advanced clinical training. The period of deferment may not exceed:

- (1) three years for participants receiving a degree from schools of medicine, osteopathy or dentistry, or
- (2) one year for participants receiving a degree from schools of optometry, podiatry, pharmacy, nursing, psychology, public health, social work, or other health professions. The Secretary may, however, extend this period of deferment if the Secretary determines that the extension is consistent with the needs of the IHS.

#### Section B—Obligation of the Participant

If selected, the participant agrees:

1. To accept loan repayment provided by the Secretary under Section A of this contract and to apply such payments only to outstanding eligible health professions educational loans.
2. To serve in accordance with this Section for 2 years;
- \*3. Participant's health profession

- 
- \*\*4. To serve in accordance with Section G—Contract Extension for a period of 1 year. \_\_\_\_\_

**(This provision applies only to those LRP participants who have completed their 2-year period of obligated service.)**

*\* Must be completed by participant.*

*\*\* Must be completed by participant if applying for a Contract Extension.*

5. In the case of a participant described in Section 108(b)(1)(A)(B)(i)(ii), (i.e., In the final year of a course of study or in an approved graduate training program):

- a. To maintain enrollment in a course of study or training, to maintain an acceptable level of academic standing.
6. To serve for a time period (hereinafter referred to as the “period of obligated service”) equal to 2 years or such longer period as the participant may agree to serve in the full-time clinical practice of the participant’s profession in an Indian health program to which the participant may be assigned by the Secretary.
7. To accept assignment, as determined by the Secretary, for the participant’s full period of obligated service in a Loan Repayment priority site designated for the participant’s profession or specialty by the IHS.
8. To have a current and unrestricted license or certificate, as necessary for the participant’s profession, to practice the participant’s health profession in a State within the United States prior to commencing obligated service and maintain that license or certificate throughout the period of obligated service.
9. To commence obligated service in accordance with this contract prior to September 30, 2000, and continue uninterrupted service for the duration of the participant’s service obligation period except as provided in Section G of this contract or unless participant’s service obligation is deferred by the Secretary pursuant to Section A(5) of this contract.
10. To comply with the provisions of Title 42, Code of Federal Register, Part 36, Subpart J, when adopted. Should any provision of Subpart J be inconsistent with this contract, the regulatory provision will be controlling.
11. Participants serving a contract extension under Section E—Contract Extension has served at least a 2-year time “period of obligated service” prescribed in Section 108(f)(1)(B)(iii) of the Indian Health Care Improvement Act (Public Law 94-437) as amended by the Indian Health Care Amendments of 1992 (Public Law 102-573).

### Section C—Contract

The effective date of the contract is calculated from the date it is signed by the Secretary or his/her delegate, or the IHS tribal, tribal/urban, or “Buy-Indian” health center entry-on-duty date, whichever is more recent. If already on duty with the IHS or other Indian health program, calculate from the date of contract; if contract is signed prior to reporting to duty, calculate from the entry-on-duty date.

### Section D—Payments

Payments will begin within 120 days from the date the contract becomes effective (*calculated from the date the contract is signed by the Secretary or his/her delegate, or the IHS, tribal/urban organization, or “Buy-Indian” health center entry-on-duty date, whichever is more recent. If already on duty with the IHS or other Indian health program, calculate from the date of contract; if contract is signed prior to reporting to duty, calculate from the entry-on-duty date.*). Contract extensions will be paid 120 days from initial anniversary date. (See Section E.)

### Section E—Contract Extension

1. Participants may, in accordance with procedures established by the Secretary, request an extension of this contract.
2. Subject to the availability of funds appropriated by the Congress of the United States for the IHS and the IHSLRP, the Secretary may approve requests for extension of this contract if:
  - a. The participant remains eligible for participation in the IHSLRP, and
  - b. The total period of obligated service does not exceed that number of years that it will take to repay the total amount of the individual’s outstanding eligible health professions educational loans up to \$30,000 per year under the terms and conditions of this contract.
3. Participants will be allowed to submit additional Section III financial information not covered under their initial verification of debt, as long as the debt to be considered meets the provisions in the subject section entitled, “For Consolidation of Undergraduate and Graduate Educational Loans”, and complies with subsection (2)(b) of this section.

Once the Secretary or his/her authorized representative approves a contract extension, the period of obligated service thereunder shall be calculated beginning the first day after which the participant’s initial period of obligated service is completed, if completed the same fiscal year in which the contract extension is approved and if the participant remains on duty after completion of his/her initial period of obligated service. However, when program funds are exhausted, the Secretary will not sign and approve contract extension requests and no credit will be given for the time served after the completion of the initial obligated service. Loan Repayment participants are therefore encouraged to make their contract extension requests as early as possible, preferably 6 months prior to the completion of their initial period of obligated service.



## Section F—Breach of Loan Repayment Contract, Damages

1. If a participant who has entered into a written contract with the secretary and who—
  - a. Is enrolled in the final year of a course of study and who—
    - (1) fails to maintain an acceptable level of academic standing in the educational institution in which the participant is enrolled;
    - (2) voluntarily terminates such enrollment; or
    - (3) is dismissed from such educational institution before completion of such course of study; or
    - (4) fails to apply loan repayments to his/her health professions educational loans; or
2. If, for any reason not specified in paragraph (1), an applicant breaches his/her written contract by failing either to begin, or complete, the participant's period of obligated service in accordance with Section 108(f), the United States shall be entitled to recover from the participant an amount to be determined in accordance with the following formula:  
  
 **$A = 3Z[(t-s)/t]$**   
in which—
  - a. “**A**” is the amount the United States is entitled to recover;
  - b. “**Z**” is the sum of the amounts paid under this Section to, or on behalf of, the participant and the interest on such amounts which would be payable if, at the time the amounts were paid, they were loans bearing interest at the maximum legal prevailing rate, as determined by the Treasurer of the United States;
  - c. “**t**” is the total number of months in the participant's period of obligated service in accordance with Section 108(f); and
  - d. “**s**” is the number of months of such period served by such participant in accordance with this section.
3. Any amount of damages which the United States is entitled to receive under this contract shall be subject to the United States within the one-year period beginning on the date of the breach or such longer period beginning on such date as shall be specified by the Secretary, and may include all collection costs including any litigation costs. Amounts not paid within the one-year period shall be subject to collection through deductions in Medicare payments pursuant to Section 1892 of the Social Security Act.

4. Unsatisfactory performance by the applicant resulting in the termination of the participant's employment during the participant's period of obligated service shall be considered a breach of this contract.

## Section G—Creditability of Graduate Training Toward Period of Obligated Service

1. No credit of time for internship, residency, or other advanced clinical training will be counted toward satisfying the period of obligated service incurred under this contract.

## Section H—Cancellation, Suspension, Waiver, and Release of Obligation

1. Any service or payment obligation incurred by the participant under this contract will be cancelled upon the participant's death.
2. The Secretary may waive or suspend, in whole or in part, the participant's service obligation incurred under this contract if compliance by the applicant is impossible or would involve extreme hardship to the individual and if enforcement of such obligation with respect to the participant would be unconscionable.
3. The Secretary may waive, in whole or in part, the rights of the United States to recover amounts under this Section in any case of extreme hardship, as determined by the Secretary.
4. Any obligation of a participant under the Loan Repayment Program for payment of damages may be released by a discharge in bankruptcy under Title 11 of the United States Code only if such discharge is granted after the expiration of the 5-year period beginning on the date that payment of such damages is required and only if the bankruptcy court finds that non-discharge of the obligation would be unconscionable.

## Section I—Drug Free Workplace Certification

By signing and submitting this contract, the Indian Health Service Loan Repayment participant certifies, in accordance with 45 CFR Part 76, as a condition of the contract, he/she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while conducting any activity under the contract.

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Participant's Name (Please Print or Type)

Participant's Signature

Date

**I understand that any financial obligation of the United States arising out of this contract and my obligation arising out of this contract is contingent upon funds being appropriated by Congress for the IHS Loan Repayment Program. The Secretary or his/her authorized representative must sign this contract before it becomes effective. Further, I understand that any indebtedness I incur prior to both parties, the Secretary and myself, signing this contract is my responsibility.**

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Participant's Name (Please Print or Type)

Participant's Signature

Date

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Secretary of Health and Human Service (or delegate's) Signature

Date

### For Official Use Only

Participant's account will be obligated for \$\_\_\_\_\_ and will serve his/her \_\_\_\_\_ year obligation at the \_\_\_\_\_ site.

Official \_\_\_\_\_

Date \_\_\_\_\_

Appropriation Number: \_\_\_\_\_

CAN: \_\_\_\_\_